and purchaser herein under and installment contract, the Seller and Purchaser AGREE AS FOLLOWS:

I

That the business known as DAVIS and DAVIS CONSTRUCTION COMPANY is rested in the Seller in the amount of fifty percent (50%) and that for the above stated considering, Seller sells, bargains, conveys to Purchaser, her absolute interest in and to the business and its assets, in the amount of fifty percent (50%) is currently vested in the purchaser, and the consumation of this action will rest absolute and total ownership of the said DAVIS and DAVIS CONSTRUCTION COMPANY in the amount of one hundred percent (100%) in purchaser.

II

That this action is covered under the Bulk Transfer Act and that Seller warrants that no creditors exist which have not currently been furnished to purchaser.

III

That from the date of execution of this Agreement there shall be no leases, rents, premiums, other financial obligation owed or payable by the Seller and the Purchaser assumes all outstanding financial obligation of DAVIS and DAVIS CONSTRUCTION COMPANY from the date of execution of this Agreement.

ΙV

That this Agreement has been duly executed and delined by the parties to each other and is the sole valid; legal and binding obligation of both by and between them.

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed, this Agreement as of the date above written, in mutual counterparts, each of which shall be deem an original.

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